

**LABOR AGREEMENT**

**JULY 1, 2006 – JUNE 30, 2011**

**CITY OF RENO**

**AND**

**RENO ADMINISTRATIVE/PROFESSIONAL GROUP**

**PROFESSIONAL UNIT**

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## **PREAMBLE:**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, at Reno, Nevada, by and between the CITY OF RENO, NEVADA, a municipal corporation, hereinafter referred to as the City, and the RENO ADMINISTRATIVE AND PROFESSIONAL GROUP, PROFESSIONAL UNIT, hereinafter referred to as the Association.

(a) It is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Unit; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the City of Reno.

(b) Both parties mutually agree that their objective is to preserve the interest of both parties hereto. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

## **ARTICLE NO. 1. RECOGNITION:**

(a) The City hereby recognizes the Reno Administrative/Professional Group, Professional Unit as the sole and exclusive bargaining agent for all regular employees of the City who are assigned to one of the classifications listed in Appendix A and who fill positions which have been determined to be included within the RAPG professional unit.

(b) The City Manager shall, when it is determined to be in the best interest of the City, establish such additional classifications as may become necessary for the operation of the City.

## **ARTICLE NO. 2. UNPAID LEAVES:**

(a) Leave of Absence. A leave of absence will only be granted if recommended by the Department Head/Division Head and subsequently approved by the Department of Human Resources and (when applicable) the Reno Civil Service Commission.

(b) Sabbatical Leave. An unpaid leave of absence of up to twelve months may be granted, if recommended by the Department Head and subsequently approved by the Department of Human Resources and (when applicable) the Reno Civil Service Commission, for research, education or professional development of an employee which enhances the employee's effectiveness as a City of Reno employee.

### **ARTICLE NO. 3. SALARY ADMINISTRATION:**

#### **(a) Salaries of Personnel.**

- (1) All full-time, regular employees shall be compensated according to the bi-weekly salary rates contained in the appropriate appendices, and the regulations for salary administration contained in this article.
- (2) All regular employees shall be compensated using a bi-weekly or semi-monthly pay schedule as administered by the City Administration. Any conversion to semi-monthly pay periods shall be done without loss of salary or benefits to the employee. Appropriate salary rates are provided in the salary appendix.
- (3) Effective the first full pay period of July 2006, employees covered by this Agreement shall receive a three and one half percent (3.5%) increase to their current salary without regard to the salary range for their position.
- (4) Effective the first full pay period of July 2007, employees covered by this Agreement shall receive a three and one half percent (3.5%) increase to their current salary without regard to the salary range for their position.
- (5) Effective the first full pay period following July 1, 2008, a new salary range/step schedule will be implemented as a result of the Classification and Compensation Study in Section (c) of this article. The new Appendices will be incorporated at that time. Employees whose individual salaries exceed the top of the new range for their classification, shall not be eligible for the following salary increases in (6), (7), (8), (9), (10), (11). Those employees whose salaries are less than two and one tenths percent (2.1%) from the top of the new range shall be eligible for a partial increase to the top of the range.
- (6) Effective the first full pay period following July 1, 2008, eligible employees covered by this Agreement shall receive a two and one tenth (2.1%) across-the-board salary increase.
- (7) Effective the first full pay period following January 1, 2009, eligible employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board salary increase.
- (8) Effective the first full pay period following July 1, 2009, eligible employees covered by this Agreement shall receive a two and one

tenth percent (2.1%) across-the-board salary increase.

(9) Effective the first full pay period following January 1, 2010, eligible employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board salary increase.

(10) Effective the first full pay period following July 1, 2010, eligible employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board salary increase.

(11) Effective the first full pay period following January 1, 2011, eligible employees covered by this Agreement shall receive a two and one tenth percent (2.1%) across-the-board salary increase.

(12) Deferred Compensation. The City shall endeavor to provide a deferred salary plan of unit purchase variable retirement annuity or such other deferred compensation mechanism as may be subsequently approved by the City.

(a) The City shall contribute one dollar (\$1.00) for each one dollar (\$1.00) deferred and invested by the employee in the City approved deferred compensation program, up to a maximum City contribution equal to five percent (5.0%) of the employee's biweekly base wage not to exceed a total City contribution of one-half of the limit established by Federal Law.

(b) Administration of Salaries. The Human Resources Department shall be responsible for the administration of salaries in accordance with the following guidelines.

(1) Salary Rate Upon Initial Appointment.

(a) Upon initial appointment, the entrance rate shall be the minimum rate of the range for the classification.

(b) The City Manager may authorize an initial appointment above the minimum rate of the range where he shall find that such person is reasonably entitled because of his experience and ability to a rate above the minimum, or in cases where it is necessary to hire a candidate at a rate above the minimum due to inability to recruit qualified candidates at the minimum rate.

(c) No part of section (b) (1) (a) or (b) shall be subject to the provisions of the Grievance-Arbitration Article of this contract.

- (d) Between July 1, 2007, and the conclusion of the Classification and Compensation Study, the parties agree the City, on a non-precedence basis, shall place any newly hired or promoted employee in whatever range they feel appropriate with the understanding that this placement shall not be considered by the Classification and Compensation Study.
- (2) Salary Rate Upon Promotion. Upon promotion to a position of a higher classification, the new rate shall be the minimum rate of the range of the position to which promoted, or a rate within the range agreed to by the employee and department head and approved by the City Manager, or a rate within the range which is ten percent (10%) above the former rate, whichever is higher. No part of this section shall be subject to the provisions of the Grievance-Arbitration Article of this contract.
- (3) Salary Rate Upon Demotion. Upon demotion for cause, the rate of pay in the lower range shall be set by the disciplinary authority in consideration of the cause. Upon demotion through no fault of the employee, the rate shall be the former rate or the maximum rate in the lower range, whichever is lower. Upon demotion at the request of the employee, the salary shall remain at its present rate if within the range of the demotion or the maximum of the range to which demoted, whichever is lower. No part of this section shall be subject to the provisions of the Grievance-Arbitration Article of this contract.
- (4) Definition of Continuous Service. Continuous service shall be afforded to anyone on laid-off status where upon reinstatement said employee shall be recognized for prior years of service and provided those benefits which recognize years of service for computation purposes.

Any employee of the City who voluntarily terminates his service or is discharged from the City shall not be eligible for continuous service recognition and benefits upon re-employment to the City.

Leaves of absence with pay as well as leaves of absence without pay for up to ten (10) days in any one fiscal year shall not interrupt nor be deducted from continuous service. Leaves of absence or sabbatical without pay for more than ten (10) days in any one fiscal year shall not interrupt but shall be deducted from continuous service. A continuous service date shall be computed for each employee and made a part of his service record. Such date is advanced by any

period deductible from continuous service, so that the total time from such date to the present represents the total continuous service to the employee at any given time.

(5) Special Compensation Provisions.

- (a) Salary of Superintendents/Supervisors. After an employee has successfully completed one (1) year of City service as a bona fide superintendent/supervisor, such employee shall be paid at a rate at least five percent (5%) higher than the rate of his highest paid subordinate, except in cases where a subordinate may be paid at a rate above the range for his position, in which case the higher rate of the range for the position of the subordinate shall be considered the rate of the subordinate.
- (b) Acting Pay. An employee who is assigned in an acting capacity to a position of a higher classification shall be paid at a salary rate five percent (5%) higher than his regular salary for the period so assigned. Such assignments shall be in writing by the Department Head/Division Head.
- (c) Overtime and Stand-by Time. The City Manager, Department Head or a Division Head may from time-to-time require an employee to work overtime; or to stand-by at home to be available in the event of an emergency; or when off duty to respond to a call back to work because of an emergency. Every employee shall be compensated as follows for such work (except overtime on holidays shall be compensated for as provided in Article 5(c)).
- (d) Overtime Work. When it is not deemed practical to leave a project which is unfinished, or when it is deemed necessary to work additional hours (whether before or after regular hours, or on normal days off) to catch up, prepare for a pending project, or work around staff vacations and sick leave, the Department Head/Division Head may schedule overtime work; or an employee on stand-by may be called to perform overtime work. Employees will be compensated for overtime work in excess of scheduled hours per week at the rate of one and one-half (1-1/2) hour's pay at the regular hourly rate for each hour, or major portion thereof. If time is lost during the regular workweek for unexcused absence, then premium pay shall not prevail until the number of hours actually worked exceeds the number of hours comprising the regular workweek. Nothing in



this Article shall require payment for overtime hours not worked. Overtime shall not be paid more than once for the same hours worked. All overtime must have previous authorization of the Department Head/Division Head, if compensation therefore is to be effected. At the request of the employee and subject to the approval of the department head, an employee may accrue and schedule compensatory time off in lieu of overtime pay. If compensatory time is approved by the Department Head, it shall accrue at the rate of one and one-half (1-1/2) hours for each hour of overtime worked up to a maximum of 120 hours of accrued compensatory time.

- (e) Stand-by Time. Due to staff limitations, it may be necessary for a Department Head/Division Head to schedule employees to be on a telephone stand-by alert to handle overtime work which may arise during other than normal working hours. Effective the first full pay period following July 2006, employees will be compensated for stand-by time at the rate of one and one half (1 ½) hour's pay at the regular hourly rate for each eight (8) hour period of stand-by time. (Employees on stand-by called to perform overtime work will be compensated additionally for such overtime work in accordance with subsection (d) of this subsection.) Overtime and stand-by time pay will be added to the payroll for the period during which the work is performed.

(1) Employees who are called out by their supervisor, department director, or department head and required to report to a duty assignment shall be compensated for a minimum of one (1) hour of overtime pay. This provision shall sunset on June 30, 2011 unless re-negotiated by the parties.

- (f) Longevity Pay. Each full-time, regular employee who has completed five (5) years of service with the City of Reno shall be entitled to longevity pay. In addition to his regular salary, said employee's longevity pay shall be at the rate of two dollars (\$2.00) per bi-weekly pay period for each year of service with payment to be effected each payday beginning with the pay period within which the anniversary falls. Years of service for calculation of longevity pay shall include the full time service with the City of Reno, excluding time for temporary employment, leave of absence, or lapse of service.

All employees receiving longevity pay on June 30, 1981, shall

continue to receive such payments calculated on such date as provided herein. Thereafter, such payments shall be frozen in the amount as established on June 30, 1981. Employees hired on or after July 1, 1981, shall not receive longevity pay as provided herein.

- (g) Bilingual Pay. An employee may be assigned to one of a limited number of designated positions citywide to provide bilingual services for the City subject to approval by the City Manager. The City Manager shall determine where the designated assignments will be most efficient and productive for the City as a whole after recommendation from the department heads. There shall be no more than 15 such assignments citywide, regardless of bargaining unit.

An employee assigned to one of these designated positions and certified at Level I by Truckee Meadows Community College (TMCC) shall receive compensation in the amount of forty dollars (\$40.00) per pay period for the period so assigned.

An employee assigned to one of these designated positions and certified at Level II by Truckee Meadows Community College (TMCC) shall receive compensation in the amount of sixty dollars (\$60.00) per pay period for the period so assigned.

- (h) Professional Certification.

- (1) Effective upon ratification of this Agreement, an employee who is required by his/her classification specification to maintain a professional registration, license, or certification and has obtained prior verification from his/her department head, or who has a professional registration, license, or certification that is beneficial to the City as determined by the City Manager or designee, shall be reimbursed for the fees required to renew or maintain the certification. Subject to written approval by the department head additional registrations or certifications may be approved annually.

- (6) Request for Job Reclassification.

- (a) Between November 1 and December 31, a department or an employee may submit a written request for a job reclassification with a copy to the Human Resource and Labor

Relations (HR/LR) Department and a copy to his department head.

- (b) Between January 1 and February 1, the HR/LR department will schedule the classification advisory committee to review the reclassification requests and submit recommendations to the City Manager for inclusion in the budget for the next fiscal year.
- (c) The City Manager shall make the final decision.
- (d) There is no appeal of the City Manager's final decision.

(c) Classification and Compensation Study

The City has hired an outside consultant to complete a Classification and Compensation Study. The study shall be completed no later than July 1, 2008. The consultant will determine the appropriate salary ranges for those positions referenced herein. Once the salary ranges are determined and approved by the City Council, the top of each salary range shall be used as the basis for the 5 merit pay steps for FY 2008/2009. Five (5) steps shall be created in each salary range with five percent (5%) between each of the steps by calculating backwards from the top of each range. Any employee whose salary is below the newly created bottom step shall have their base salary adjusted to the new bottom step salary. Any employee whose salary is above the top of the newly created range for their position shall have their salary frozen and shall not receive cost of living or merit increases until such time as the salary range for their position is equal to or exceeds their then current salary.

The City agrees that the RAPG Pro Unit shall have three members on a City Committee to review the study results for the RAPG Pro Unit and to make recommendations to the consultant.

These three RAPG Pro members shall be solicited from the entire Unit and shall include one Planner and one Engineer impacted by the study if an Engineer and/or Planner volunteers. One member of the RAPG Pro Unit committee shall be the President of the RAPG Pro Unit.

The policy decision of percentile placement within the market shall be established by the City Council. The final recommendations of the consultant shall fall within the percentile policy decision of the Council and shall be binding on both parties.

The City intends to include traditional cities for compensation comparisons

which may be modified per the consultant's recommendations. The RAPG members on the Classification and Compensation Committee shall have input into any potential modifications and assist in the guidance of the consultant.

The City agrees to implement the study. Should any range increases be over 5% the City shall meet and confer with the RAPG Pro Unit President and the negotiation committee over implementation.

At the implementation of the Study, employees will be placed in the salary step for their position that is nearest to their current salary using the results from the study. Their initial placement is to be determined by calculating the mid-point between each step. Those employees at or above mid-point will be put at the next higher step in their pay range. Employees below the midpoint will remain in that step until their anniversary date. The process of slotting employees into initial steps will not change any salaries, but is only to put employees into initial steps.

The following positions will be included in the Classification and Compensation study for purposes of appropriate designation to a specific range: Public Arts Specialist, Senior Services Liaison, Accountant, Adaptive/Therapeutic Recreation Specialist, Assistant Planner, Horticulturist, Junior Civil Engineer, Recreation Supervisor, Golf Course Maintenance Supervisor, Management Analyst I, Park Development Planner, Park Maintenance Supervisor, Senior Accountant, Statistician, Stead Water Reclamation Supervisor, Urban Forester, Environmental Control Supervisor, Data Base Administrator, GIS Administrator, Network Program Manager, Assistant Golf Course Supervisor, and Landscape Architect.

The parties have agreed to the salary range for all positions listed below.

Property Program Manager, R6; Purchasing Program Manager, R6; Revenue Program Manager, R6; Survey Supervisor, R6; Assistant Civil Engineer, R7; Associate Planner, R7; GIS Analyst, R7; Network Analyst, R7; Systems Analyst, R7; Associate Civil Engineer, R10; Network Program Manager, R10; Senior Civil Engineer, R12; Senior Network Analyst, R8; Senior Systems Analyst, R8; Senior Planner, R10.

The City reserves the right to evaluate additional classifications beyond those listed above and place them accordingly with the study results. In the event that the study indicates the necessary movement of the agreed upon classes, the City has the liberty to implement these as part of the overall implementation plan recommended for the City after meeting and conferring with RAPG.

All positions included in the Classification and Compensation study shall have the results implemented in 08/09 for an effective date of the first full pay period of July 2008.

#### **ARTICLE NO. 4 MERIT STEP INCREASE**

- (a) Effective for the year beginning July 1, 2006, a merit step increase shall be three percent (3%) within the attached salary ranges. For the year beginning July 1, 2007, a merit step increase shall be three percent (3%) within the attached salary ranges.

Effective the first full pay period in July, 2008, the new salary range/step schedules implemented as a result of the Classification and Compensation Study in Article 3, Section (c) shall be used for merit step increases.

- (b) Employees hired into their classification on or before July 1, 2006 shall be eligible for a merit step increase July 1, 2006, and yearly thereafter, until they reach the top of the range for their position in the attached salary schedules.
- (c) Employees hired or promoted into their classification after July 1, 2006, and who satisfactorily complete 2080 hours of service, excluding overtime, after initial appointment or promotion to a position, shall be eligible for a merit step increase and yearly thereafter until they reach the top of the range for their position in the attached salary schedules.
- (d) To be eligible for a merit step increase the employee must meet a meritorious level of performance and competence since the last year's evaluation.
- (e) If the delay was due to clerical or administrative delay or mistake, the proper adjustment shall be made retroactive to the date it was due.
- (f) In the event that an employee is denied a merit step increase, the employee will be informed of the specific reasons for such denial and may within ten (10) working days of such notification request in writing a review before his/her Department Head or designee to discuss the reason for the denial.
- (1) The review shall be attended by the employee, the employee's Association Representative, the supervisor, and the

Department Head or his/her designee.

- (2) The decision of the Department Head or his/her designee may be appealed to the City Manager or his/her designee for a final decision. The employee has the right to attach a written rebuttal statement to the evaluation which will be included in the official personnel file.
- (g) If the merit step increase has not been paid and there is no denial of the performance step increase in accordance with (e) above, at anytime after two (2) full pay periods following the employee's anniversary date, the Association may notify the Department of Human Resources in writing, or by e-mail, with a copy to the Department Head, and request award of the merit step increase. Following notification from the Association, the Department Head shall notify the Department of Human Resources within one (1) full pay period, if the employee's job performance is the basis of the non-award. If there is no response within the specified time period, or if the response indicates the delay is due to administrative oversight, the Human Resources Department shall initiate the applicable merit step increase which will be retroactive to the date that it was originally due.
- (h) Management will not be arbitrary or capricious in the denial of a performance step increase.
- (i) A standard merit step increase shall be one step above the employee's present step in the assigned pay grade as provided in the attached appendices.
- (j) For exceptional performance the City Manager may approve a two (2) step pay increase..
- (k) The decision to grant or deny a step increase is not subject to the grievance procedure.

#### **ARTICLE NO. 5. HOLIDAYS:**

- (a) Eligible, full-time employees shall be entitled to eight (8) hours off from work on the following holidays during each year:

New Year's Day (January 1)

Martin Luther King's Birthday (Third Monday in January)

President's Day (Third Monday in February)  
Memorial Day (Last Monday in May)

Independence Day (July 4)  
Labor Day (First Monday in September)  
Nevada Day (Last Friday in October)  
Veteran's Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Family Day (Day after Thanksgiving)  
Christmas Day (December 25)

and upon any other day that may be declared by the Mayor, the Governor of the State of Nevada, or the President of the United States to be a legal holiday or day of mourning applicable to and intended to be observed by closure of local government public offices.

To be eligible for holiday pay, an employee must be on the active payroll of the City and must have worked his full regularly scheduled workday before and after the holiday, unless excused by the City.

(b) Each employee shall be eligible for eight (8) hours of paid time off as a floating holiday to be taken during the fiscal year. The time during which the employee may take his time off is subject to approval by the Department Head.

(c) For employees regularly scheduled a Monday-Friday workweek, whenever one of these holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and should it fall on a Sunday, the following Monday will be a holiday. For employees regularly scheduled on an other than Monday-Friday workweek, whenever one of these holidays falls on a non-workday, the previous or subsequent workday shall be observed as that holiday as determined by the Department Head/Division Head.

(d) Should any employee be required by order of his Department Head/Division Head to work on any of the above-named holidays, if eligible for holiday pay, in addition to this holiday pay he shall receive one and one-half (1-1/2) times his regular hourly rate of pay for each hour or major fraction worked.

(e) Pay for a holiday worked will be added to the payroll for the period within which the holiday falls. Within six (6) months of a holiday worked, an employee may take off as an excused absence one day without pay as approved by his Department Head/Division Head.

(f) Effective upon ratification of the 2006/2011 Contract, an employee who is required by his Department Head to work a regular alternate shift other than eight (8) hours per day shall be entitled to holiday hours to coincide with the hours in his alternate shift.

This provision applies to employees required to work an alternate shift for department needs and not for employees who are allowed to work an alternate shift for their own convenience.

#### **ARTICLE NO. 6. VACATION:**

(a) The earned vacation for employees covered by this contract other than those enumerated in paragraph (d) of this Section shall be based upon years of service with the City, and shall be as follows:

<u>Years of Continuous Service</u>	<u>Hours of Vacation Earned Per Bi-Weekly Pay Period 40-Hour Workweek</u>
Less than 5 years	5
5 years, less than 10 years	6
10 years, less than 15 years	7
15 years, or more	8

(b) Vacation credits shall accrue for each pay period the employee is in full pay status a major portion of his regularly scheduled bi-weekly hours. Vacation shall be charged on the basis of one hour for each full hour or major portion of an hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited. Holidays as enumerated in this Agreement occurring within the vacation period will not be counted as vacation days. When vacation may be taken shall be determined in advance by the Department Head/Division Head after considering the needs of the service and the wishes and seniority of the employee. The City shall develop and implement a policy on employee use of vacation leave including use and approval of vacation leave.

(c) Regular, full-time employees who leave the employment of the City for any reason shall be compensated for earned vacation benefits accumulated but unused at the time of such departure from the City's employment.

(d) Service time with the City of Reno in a seasonal or temporary status shall not be allowed as credit in computing earned vacation for an individual who subsequently becomes a full-time, regular employee.

(e) Vacation credit may be accumulated up to a maximum number of hours equal to that number which can be earned in a two (2) year period, plus five (5) days vacation.

(f) Vacation Cash Out Provision  
Effective July 1, 2006, upon request employees may, during the year and annually within subsequent calendar years, cash out up to 40 hours of accumulated but



unused regular vacation leave in increments of 20 hours. To be eligible, employees must file a written request to their Department Head and demonstrate that the employee has taken at least two (2) weeks paid time off in the previous twelve (12) months with a minimum of five (5) consecutive vacation days or has been denied a leave request made at least 30 days prior to the desired time off and been denied by the Department Head.

#### **ARTICLE NO. 7. SICK LEAVE BENEFITS:**

(a) All full-time, regular employees shall be entitled to earn sick leave benefits at the following rate:

<u>Regularly Scheduled Hours Per Week</u>	<u>Sick Leave Earning Rate Bi-weekly Pay Period</u>
40 hours	4.0 hours

Earned sick leave may accumulate and is cumulative from year to year without limitation. Sick leave credits shall accrue for each pay period the employee is in full pay status a major portion of his regularly scheduled bi-weekly hours.

(b) Sick leave may be granted only as the result of:

- (1) illness, medical or dental consultation, or injury of the employee;
- (2) illness or injury of the employee's spouse, child, or adopted child, mother or father, requiring the employee's attendance in accordance with the requirements of subsection (f); or
- (3) illness or injury of the employee's brother, sister, grandmother, grandfather, stepchild, mother-in-law or father-in-law, requiring the employee's attendance in accordance with the requirements of subsection (f).

(c) An employee may be granted three (3) days' bereavement leave to attend the funeral of his spouse, child, adopted child, stepchild residing with the employee; mother, father, sister, brother, grandmother, grandfather, granddaughter, grandson, mother-in-law, or father-in-law. The employee may be required to provide proof of death. Additional time needed in excess of three (3) days may be granted by the department head. Such time shall be charged against the employee's sick leave.

(d) Sick leave may be granted due to medical necessity associated with pregnancy, childbirth and recovery.

(e) Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during sick leave periods shall not be counted as sick leave time. Sick leave taken during a bi-weekly pay period shall be charged before sick leave earned that pay period is credited.

(f) An employee requiring sick leave must provide his Department Head/Division Head with evidence of such need. Thereupon, the Department Head/Division Head shall guarantee his personal knowledge of the need by certifying to the Payroll Clerk the granting of sick leave. To insure such knowledge, he may require the employee to provide a written doctor's statement before sick leave may be granted.

(g) If an employee does not have adequate accumulated sick leave time, the Department Head/Division Head may grant the use of accumulated vacation time in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

(h) Upon termination of employment, an employee shall be compensated for accumulated but unused sick leave at the rate of one (1) hour's pay at his regular hourly rate for every two (2) hours of sick leave accumulated but unused. The accumulation of sick leave for purposes of this section (h) shall be limited as follows:

- (1) Persons employed after June 24, 1974, shall not accumulate more than six hundred (600) hours.
- (2) Employees as of June 24, 1974, having less than six hundred (600) hours accumulated sick leave may accumulate up to six hundred (600) hours.
- (3) Employees as of June 24, 1974, having more than six hundred (600) hours accumulated sick leave shall establish that accumulated amount as their maximum. If sick leave is used, this employee may accumulate back up to the maximum as of June 24, 1974.
- (4) Employees hired prior to June 30, 1981, shall have the option of either the buy-out under section (h) above, or (j) below.

(i) Sick Leave Bonus Program. Effective July 1, 2002, the Sick Leave Bonus Program shall be null and void.

(j) Upon retirement, except for cause, an employee shall be compensated for accumulated sick leave as follows:

- (1) Effective July 1, 2002, employees having a minimum of 450 to 750 hours shall be compensated at the rate of forty percent (40%) of total accumulated hours up to a maximum of forty percent (40%) of 750

hours at his/her base hourly rate of pay. The compensated amount shall be used to purchase additional PERS or deferred compensation.

- (2) Effective July 1, 2002, employees having a minimum of 751 to 1300 hours shall be compensated at the rate of sixty percent (60%) of his/her total accumulated hours up to a maximum of sixty percent (60%) of 1300 hours, at his/her base hourly rate of pay. The compensated amount shall be used to purchase additional PERS or deferred compensation.
- (3) To be eligible for this benefit, an employee must not use more than one hundred sixty (160) hours of sick leave during the last twenty four (24) months of service, except in the case of a documented serious health condition.
- (4) In case of death of the employee prior to retirement, this cash-out benefit will be paid to the employee's estate. In case of on-the-job death of the employee prior to retirement, all accrued hours shall be paid to the employee's estate.
- (5) "Serious health condition" means an illness, an injury, or a physical condition which involves:
  - (a) Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
  - (b) Continuing treatment by or under the supervision of a provider of health care, documented in writing, for one or more periods of:
    - (1) Incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity related to the same condition that also involves continuing treatment.
    - (2) Incapacity because of a chronic serious health condition, or treatment for such incapacity. A chronic serious health condition is one that continues over an extended period of time, requires periodic visits for treatment by or under the direct supervision of a health care provider, and which may cause episodic periods of incapacity.

- (3) Incapacity which is permanent or long-term because of a condition for which treatment may not be effective, but for which the person is under the continuing supervision of a health care provider.
- (4) Absence to receive multiple treatments by or under the direction of a health care provider for restorative surgery after an accident or other injury.
- (5) Absence to receive multiple treatments by or under the direction of a health care provider for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.
- (c) During periods of incapacity, the employee's duty station shall be a medical facility or their home.
- (d) Individuals qualifying for light duty assignments shall not be deemed incapacitated.
- (6) The term "serious health condition" does not include:
  - (a) Cosmetic treatments which do not require inpatient care and which do not result in medical complications; or
  - (b) Minor conditions such as the common cold, flu or an earache which do not result in medical complications.
- (7) As used in this section, "incapacity" means the inability to work, attend school or perform other regular daily activities because of a serious health condition, including any treatment or recovery period.

**ARTICLE NO. 8. ON-THE-JOB INJURY BENEFITS:**

- (a) (1) Whenever an employee is injured while on duty with the City of Reno, and such injury prevents said employee from performing his normal full-time duties, the City of Reno shall pay full salary to the employee for a period of up to but not exceeding sixty (60) regularly scheduled workdays from the date of injury. During this period, the employee shall not forfeit any accumulated sick leave; and
- (2) Upon expiration of sixty (60) regularly scheduled workdays subsequent to the on-the-job injury, if the employee is still unable to

work he or she may elect to utilize accumulated sick leave, during which period the employee shall receive full compensation from the City of Reno, and his sick leave shall be charged at the rate of one (1) hour of sick leave for every two (2) hours of sick leave taken; and

- (3) When accumulated sick leave has expired, if the employee is still unable to work, except for total accumulated vacation time pay, said employee shall receive no additional compensation from the City of Reno.
- (4) Provided, however, that it is the intent of the City of Reno to pay an on-the-job injured employee, as outlined in this section, the difference between full daily salary and that provided by worker's compensation as salary continuance. Therefore, the employee shall return to the Reno City Clerk all salary continuance payments made by worker's compensation covering the period enumerated in paragraphs (a) and (b) of this Article.

(b) Notwithstanding the provisions of subsection (1) of this section when, as a result of an on-the-job injury an employee is continually confined to a duly licensed hospital, the City will pay full regular salary to the employee during the entire period of said confinement until worker's compensation ceases to render insurance payments in connection with said injury. When the City Council determines that special circumstances warrant the action, the above requirement of continual confinement to a duly licensed hospital may be waived by action of the City Council. During this period, the employee will not forfeit sick leave or vacation benefits but will refund all worker's compensation salary continuance payments to the City.

#### **ARTICLE NO. 9. JURY DUTY:**

Any employee covered by this contract who is required to serve on any jury shall receive his regular salary during the period of jury service, provided that he shall be required to remit his compensation for such jury duty to the City Clerk for deposit in the General Fund for the City of Reno.

#### **ARTICLE NO. 10. MILITARY LEAVE:**

Any employee who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces shall be relieved from his duties, upon request, to serve under orders on training duty without loss of his regular compensation for a period not to exceed fifteen (15) working days in any one calendar year. Any such absence shall not be deducted from the employee's accumulated vacation. In addition to the foregoing benefit, military leave shall be handled in accordance with the requirements of federal law.

## **ARTICLE NO. 11. UNIFORM ALLOWANCE:**

Any employee covered by this contract required to wear a uniform in the performance of his duties shall be provided said uniform by the City as necessary.

## **ARTICLE NO. 12. HEALTH AND ACCIDENT INSURANCE:**

### **(a) City of Reno Group Insurance**

- (1) The City shall make contributions equal to one hundred percent (100%) of the employee-only cost of the health and life insurance premiums for each full-time, probationary employee and each full-time, regular employee to any of the following insurance plans:
  - (a) A group medical and dental indemnity plan, benefits of which shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City.
  - (b) Any other prepaid or indemnity group medical and dental plan or plans (including health maintenance organizations) determined appropriate by the City.
- (2) The City shall contribute to the cost of dependent coverage an amount equal to fifty-five percent (55%) of the cost of the indemnity plan coverage for each dependent category for those qualifying employees who decide to be covered by (a) (1) above.
  - (a) This amount shall be used as a credit to the appropriate category of dependent coverage selected by the employee.
  - (b) This credit shall only be available to those employees who qualify and elect to receive dependent coverage.
  - (c) Under no circumstances will the City contribute more to the cost of dependent coverage than the actual cost of that coverage.
  - (d) This credit shall only be available to active employees.
- (3) If the cost of dependent coverage selected by the employee under (a) (2) above exceeds the maximum City contributions, the employee shall pay the additional cost.

- (4) All qualified employees who select coverage under Section (a) (1) above shall be covered by, and the City contributions shall be made for, the plan(s) of his/her choice on the first of the month following thirty (30) calendar days of his/her initial date of hire, provided that the employee enrolls in such coverage in accordance with the provisions of the plan selected.
- (5) Specific medical and dental benefit levels and premium costs are not set forth in this contract for the insurance programs available under this contract.
  - (a) It is understood that plan benefits are determined by the providers and the City. As such, plan benefit levels are not subject to bargaining under this contract.
  - (b) The City assumes no responsibility for replacement of benefits which may be changed.
  - (c) It is understood that plan costs, premiums or funding levels for employee and dependent categories are determined by the providers and not subject to bargaining under this contract. It is understood that the terms plan costs and funding levels as used in this paragraph do not include reference to the amount the City contributes toward these costs.
  - (d) The City assumes no responsibility for increased plan costs except as provided in Section (a) of this Article.
- (6) The City agrees to provide an open enrollment period at least annually. Such enrollment period and employee and dependent eligibility shall be in accordance with the policies and rules of the insurance carrier or carriers, including the City, for self-funded plans.
- (7) Each medical insurance or health plan provides for coordination with Medicare coverage and any employee who participates in a plan is subject to the requirements of that plan, including provisions relating to Medicare.
  - (a) The City is not responsible for the replacement of benefits which may be reduced, eliminated or made more expensive as a result of coordinations with Medicare.
  - (b) City contributions are not payable toward contributions an

employee is required to make to the federal government for Medicare coverage.

(b) Leave of Absence. An employee on leave of absence from the City may continue to carry City group insurance by making full premium payment. The selection of a company or agency to carry such group insurance shall be the responsibility of the City Manager with the assistance and consultation of a committee from the RAPG.

(c) Flexible Compensation. Should flexible compensation be instituted for any group of City employees, either party may reopen negotiations to consider allowing a similar opportunity for members of the RAPG units.

(d) Health Insurance Upon Retirement. Effective July 1, 2002, the City agrees to pay one hundred percent (100%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has either thirty (30) or more years of full-time continuous, regular service with the City of Reno, or twenty-five (25) or more full-time years of continuous, regular service with the City of Reno, plus five (5) years of additional PERS credit, and eighty-five percent (85%) for twenty-five (25) or more years under the same conditions. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. It is the intent of the parties throughout this Article that if the minimum age for Medicare eligibility is raised above age sixty-five (65), and the individual retiree is affected by that change, then the age sixty-five (65) limit will not apply to that retiree. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

Effective July 1, 2002, the City agrees to pay seventy-five percent (75%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has either twenty (20) or more years of full-time continuous, regular service with the City of Reno, or fifteen (15) or more full-time years of continuous, regular service with the City of Reno, plus five (5) years of additional PERS credit. To qualify the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status, and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.



Effective July 1, 2002, the City agrees to pay sixty percent (60%) of the health and life insurance premium for the employee only coverage category for any employee who retires and who has either fifteen (15) or more years of full time continuous, regular service with the City of Reno, or ten (10) or more full-time years of continuous, regular service with the City of Reno, plus five (5) years of additional PERS credit. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits from PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

The City agrees to pay fifty percent (50%) of the health and life insurance premium for the employee only coverage category for any employee hired prior to July 1, 2002, who retires and who has ten (10) but less than fifteen (15) years of full time continuous, regular service with the City of Reno. Employees hired after July 1, 2002 must have a minimum of fifteen (15) years of City service to be eligible for post-retirement benefits. To qualify, the employee must be eligible to retire, must immediately go from City of Reno employment into PERS retirement status and must receive retirement benefits under PERS. This benefit shall continue so long as the retiree remains in the City's group health insurance program and until the retiree is eligible for federal benefits under Medicare or other federal programs or reaches age sixty-five (65), whichever occurs first. The City shall have the right to alter the plans and benefit schedules available to such retirees in accordance with changes implemented under the City's health and life insurance program for active employees.

(f) Life Insurance.

- (1) As part of the coverage provided in Section (a) above, each employee enrolled in the City's group health and life insurance programs shall be provided term life insurance under a policy which offers coverage in an amount equivalent to one (1) times the employee's annual base salary. The amount of term life insurance coverage shall be subject to the reduction formula specified in the group term life insurance policy for those employees who retire and continue as part of the City of Reno insurance group.
- (2) A supplemental life insurance program shall be offered to employees covered by this contract. An employee selecting this supplemental coverage shall be responsible for paying the full cost of the premium.

(g) LTD Insurance. The City shall provide, at no cost to the employee, a long-term disability insurance plan for unit members, the plan of benefits being the same as that

in effect on July 1, 1988 for management and mid-management personnel as defined in the summary plan description attached hereto.

(h) Physical Examinations. It is recognized that employees in the RAPG Professional Unit will from time-to-time need to take physical examinations. Such examinations are provided for in the health insurance plans and the City shall reimburse employees for the co-pay, for a standard physical taken once every twenty-four (24) month period. Time taken off duty for such physical examinations may be taken as sick leave time and accounted for as outlined in Article 7.

#### **ARTICLE NO. 13. CHANGE OF RESIDENCE:**

All employees covered by this agreement will, in accordance with current City policy, notify the City no later than ten (10) days subsequent to a change of residence by said employee.

#### **ARTICLE NO. 14. RETIREMENT:**

(a) The retirement rate of compensation will be in accordance with NRS 286.

(b) As a result of a salary settlement reached under this agreement, the City shall pay one hundred percent (100%) of the required PERS retirement contribution during the term of this agreement. City payment of any such increases shall be made in addition to any across-the-board increases in base wage specified under Article 3. Salary Administration and shall be considered, for purposes of statutory application, as in lieu of an equivalent salary increase.

#### **ARTICLE NO. 15. TRAINING COURSES:**

An employee will be reimbursed for college or university semester or short-course educational training courses pursuant to the following:

(a) To be eligible for reimbursement, the educational training courses must be approved in advance by the Department Head or his designee and shall not be unreasonably denied.

(b) The training must be directly related to the required skill or education for the employee's current position; no reimbursement merely for promotional preparation.

(c) Only a full-time, regular employee who has been so employed for at least one (1) year will be eligible for reimbursement. Further eligibility will be determined by his Department Head/Division Head in accordance with the departmental training program as approved by the City Manager.

(d) Effective on the date of ratification of this Agreement by City Council, no employee will be reimbursed for more than two thousand five hundred dollars (\$2,500) per fiscal year. Reimbursement will not be effected if the cost is assumed by any other institution, scholarship or grant-in-aid.

(e) Reimbursable expenses shall be restricted to tuition, course fees and required textbooks. While educational training courses should normally be taken on the employee's own time, exception may be granted by the City Manager, in which case up to four hours per week may be granted for class attendance, and shall not be deducted from annual leave or be recorded as unexcused absence.

(f) Reimbursement will be effected upon presentation of evidence to substantiate the expense, evidence of a passing grade, or if the educational training course is of a nature such that no grade is given, a certificate of completion and the surrender of all textbooks for placement in the departmental reference library.

#### **ARTICLE NO. 16. WORK SCHEDULE:**

(a) All full-time, regular employees covered by this contract shall work 2080 hours per year, 80 hours per bi-weekly pay period; or, in the alternative, 86.7 hours per semi-monthly pay period, to be consistent with an established work schedule, unless otherwise directed by the City Manager, Department Head or Division Head, except as provided hereinafter.

(b) In order to maintain community relations, all employees covered by this agreement may join and attend community service clubs or professional associations of their choice. Time for attendance shall be granted up to one hour per week without loss of pay for attendance purposes provided it does not interfere with work schedules.

#### **ARTICLE NO. 17. GRIEVANCE - ARBITRATION PROCEDURE:**

##### **(a) Discipline/Discharge**

(1) Disciplinary action or measures may be imposed upon an employee for cause. For the purpose of this Article, a disciplinary action or measure shall be defined as a letter of written reprimand, suspension, or discharge.

(2) Except as provided below, allegations that a disciplinary action has been imposed for arbitrary or capricious reasons may be processed as a grievance through the grievance procedure set forth below or, where applicable to the employee, appealed to the Civil Service Commission in accordance with their rules and regulations:

- (a) Letters of written reprimand and suspensions of three (3) days and under shall only be subject to review through the City Manager. Said discipline shall not be subject to arbitration or review of the Civil Service Commission. The decision of the City Manager shall be final and binding.
  - (b) Any employee choosing to pursue an appeal through the Civil Service Commission waives his/her right to pursue the grievance-arbitration procedure set out below and such remedy shall no longer be available to that employee. An employee pursuing an appeal under the grievance-arbitration procedure of this contract waives his/her right to pursue review before the Civil Service Commission.
- (3) If an employee is subjected to any administrative investigation, the employee shall be entitled to up to one (1) representative of his/her choice at any stage of the administrative investigation or hearing.

(b) A grievance is a disagreement between an individual or the RAPG and the City concerning the interpretation, application or enforcement of the express terms of this agreement. Excluded from the grievance-arbitration procedure are those items so referenced as exclusions throughout the body of this contract dealing with performance evaluations, merit salary adjustments, reclassifications, salary rates upon initial appointment, promotion, and demotion.

(c) If, after discussion between the individual and his immediate supervisor, a disagreement still exists, the RAPG may proceed as follows:

- Step 1. ~~Within ten~~ (10) workdays after the occurrence or the event giving rise to the grievance or after the grievant should have reasonably become aware of the occurrence, present a signed, written grievance on the grievance form, to the Department Head. The Department Head has up to ten (10) workdays to respond.
- Step 2. If the Department Head has not responded or RAPG does not concur with the Department Head's proposed solution, RAPG has ten (10) workdays thereafter to submit the grievance to the City Manager.
- Step 3. If the City Manager has not responded or the RAPG does not concur with the City Manager's proposed solution, RAPG has ten (10) workdays thereafter to notify the City Manager in writing that it is submitting the grievance to arbitration.

(d) Within ten (10) workdays of receipt by the City of notification of submission to arbitration, an arbitrator shall be selected by mutual agreement, or by alternately striking names from a list of arbitrators attached hereto in Appendix B of this contract. The RAPG will strike the first name.

(e) The arbitrator shall not have authority to modify, amend, alter, add or subtract from any of the provisions of this agreement.

(f) The decision of the arbitrator shall be final and binding on all parties concerned so long as such decision does not cost the City an amount in excess of \$25,000. In the event that the arbitrator's award would cost the City in excess of \$25,000, the arbitrator's decision shall be advisory only to the City Manager, who shall make the final decision.

(g) The parties shall present witnesses and other evidence at Step 1 of the grievance procedure. The parties shall make full disclosure of all evidence then known to them that bears on the grievance at each step of the grievance procedure.

(h) The costs of arbitration shall be borne as follows:

- (1) The expenses, wages and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultation, preparation of briefs and data to be presented to the arbitrator shall be borne separately by the party incurring the expense.
- (2) The arbitrator's fees, expenses and the cost of any hearing room shall be borne by the losing party to the arbitration. The arbitrator will be requested to specify the payer of costs.
- (3) If a court reporter is requested by either party or the arbitrator, the arbitrator will determine payment of the costs of the reporter and transcripts.

(i) As used in the Article, the term "workday" means the days Monday through Friday inclusive, but does not include any holiday set forth in Article 5(a).

(j) Nothing contained herein shall preclude an employee with or without representation from bringing a problem not covered herein through the chain of command to the Department Head and the City Manager on an informal and oral basis. Employees are encouraged to use the Informal Dispute Resolution Process, which shall not affect any time lines specified within this procedure.

(k) Every effort should be made to complete actions within the time limits

contained herein, but with written mutual consent of the RAPG and the City, the time limitations for any step may be extended.

(l) The Executive Board of the RAPG shall be the Grievance Committee, unless otherwise determined by the RAPG. The Association shall have the exclusive right to initiate arbitration. Any member choosing to appeal a grievance to arbitration after having said appeal denied by the Association shall bear all costs on their own.

(m) The "City Manager" or "Department Head" shall mean the City Manager, Department Head or their designee, respectively.

(n) The time limits specified in the preceeding sections may be extended by mutual written agreement of both parties.

#### **ARTICLE NO. 18. BUSINESS RELEASE TIME:**

(a) The negotiating team for the Administrative-Professional Group shall be granted leave from duty with full pay for attendance at negotiating meetings when such meetings take place at a time when the members of the negotiating team are scheduled to be on duty. Such pay shall be for a maximum of 60 hours for each of the members of the team for a maximum of four (4) members in both units combined. The Group shall advise the City of such paid members prior to the first meeting. If each unit negotiates separately, each unit shall be entitled to a maximum of 60 hours paid for each of four (4) members.

(b) Employees who participate in committees created or sponsored by the City shall be released from duties to attend meetings or proceedings in connection with such City business. Committee meetings shall be scheduled so as not to interfere with normal work schedules whenever possible. The employee members of such committees will be paid by the City for time spent in the meetings or proceedings, but only for straight time hours they would have otherwise worked.

(c) The RAPG President, Vice President, Treasurer and Secretary shall have access to a pool of one hundred (100) hours of release time per fiscal year for Professional Unit business.

(d) The Administrative-Professional Group shall have the privilege to use the City's Xerox copy machine for Group business not to exceed three hundred fifty (350) sheets per month; provided, however, that additional use may be allowed upon approval of the City Manager.

(e) The Association may post material on City bulletin boards in the break room at North East Community Center, Corporation Yard, Police Department, and Finance Department on second floor of City Hall. The Association shall have the responsibility to

update and maintain the bulletin boards.

#### **ARTICLE NO. 19. SAVINGS CLAUSE:**

(a) This agreement is the entire agreement of the parties terminating all prior agreements, arrangements, and practices, and concluding all negotiations during the term of this agreement. The City or the RAPG Professional Unit may request meetings to discuss their views relative to working rules or proposed changes therein. Such meetings shall be convened prior to the implementation of the rule, regulations, amendments or cancellation.

(b) Should any provision of this agreement be found to be in contravention of any federal or state law, the Reno City Charter or, where applicable, the Rules and Regulations of the Reno Civil Service Commission by a court of competent jurisdiction, such particular provisions shall be null and void, but all other provisions of this agreement shall remain in full force and effect.

#### **ARTICLE NO. 20. STRIKES:**

The RAPG Professional Unit agrees not to promote, sponsor or engage in any of the following: Strikes against the City; slowdowns or interruptions of operations; concerted stoppage of work; absence from work upon any pretext or excuse, such as illness which is not founded in fact; or any other intentional interruption of the operations of the City regardless of the reason for so doing.

#### **ARTICLE NO. 21. GROUP DUES:**

(a) Employees may authorize payroll deductions for the purpose of paying group dues. Upon written authorization to the City's Accounting Department from the employee, the City agrees to deduct on a bi-weekly basis from the wages of said employee such sums as he may specify for the United Fund, City of Reno Credit Union, Group Dues, City of Reno Group Health and Accident Insurance Plan, U.S. Savings Bonds, or such other purposes as the City may hereafter approve. No authorization shall be allowed for payment of initiation fees, assessments or fines.

(b) Dues deductions shall be made upon presentation of a written authorization individually and voluntarily executed by any employee. The authorization shall be in writing on forms provided by the Group and approved by the City. Monthly payroll deductions shall be forwarded to the Treasurer of the local Group. The City further agrees to continue to honor present dues deduction authorization executed by the employee.

(c) The City agrees not to honor any check-off authorizations or dues deductions authorizations executed by any employee in the bargaining unit in favor of any other labor

organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

(d) The Group agrees to indemnify, defend, and hold the City harmless against any and all claims or suits that may arise out of or by reason of action taken by the City in reliance upon any authorization cards submitted by the Group to the City. The Group agrees to refund to the City any amounts paid to it in error or on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

(e) The Group will certify to the City in writing the current rate of membership dues. The City will be notified of any changes in the rate of membership dues thirty (30) days prior to the effective date of such change.

(f) The City will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th of the month prior to the distribution of the payroll from which the deductions are to be made.

(g) No later than July 1 of each year, the Group will provide the City with a list of those employees who have voluntarily authorized the City to deduct dues for the Group. The Group will notify the City monthly of any changes in said list. An employee desiring to have the City discontinue deductions he has previously authorized must notify the City and the Group in writing by August 31 of each year for that year's dues.

(h) The employee's earnings must be regularly sufficient after other legally required deductions are made to cover the amount of the appropriate Group dues, when a member in good standing of the Group is in nonpay status for an entire pay period. In the case of an employee who is in nonpay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Group dues.

#### **ARTICLE NO. 22. EFFECTIVE DATE AND DURATION:**

This agreement shall be in full force and effect July 1, 2006 through June 30, 2011 and shall be automatically renewed from year to year thereafter, unless amended by mutual agreement of the parties.

IN WITNESS WHEREOF, the City and the RAPG Professional Unit have caused these presents to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

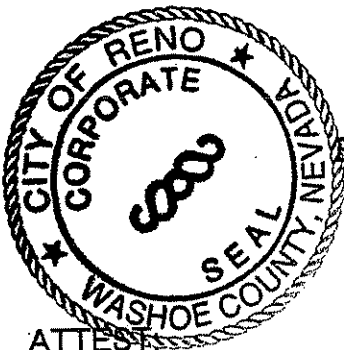
RENO ADMINISTRATIVE AND PROFESSIONAL  
GROUP, PROFESSIONAL UNIT



By: [Signature]  
Chief Negotiator

[Signature]  
President

CITY OF RENO



By: [Signature]  
Mayor

APPROVED AS TO LEGAL FORM:

[Signature]  
City Clerk

[Signature]  
Deputy City Attorney

**APPENDIX A  
ALPHABETICAL LIST OF CLASSES  
RENO ADMINISTRATIVE/PROFESSIONAL GROUP  
PROFESSIONAL UNIT**

<u>Class Code</u>	<u>Class Title</u>
5214	Accountant
5724	Adaptive/Therapeutic Recreation Specialist
5522	Assistant Civil Engineer
5717	Assistant Golf Course Supervisor
5957	Assistant Planner
5561	Associate Civil Engineer
5958	Associate Planner
5119	Data Base Administrator
5745	Environmental Control Supervisor
5122	GIS Administrator
5131	GIS Analyst
5723	Golf Course Maintenance Supervisor
9311	Horticulturist
5520	Junior Civil Engineer
5935	Landscape Architect
5934	Management Analyst I
5124	Network Analyst
5118	Network Program Manager
5128	Park Development Planner
3131	Parks Maintenance Supervisor
9372	Property Program Manager
5959	Public Arts Specialist
5134	Purchasing Program Manager
5727	Recreation Supervisor
5217	Revenue Program Manager

5215	Senior Accountant
5562	Senior Civil Engineer
5125	Senior Network Analyst
5939	Senior Planner
5716	Senior Services Liaison
5114	Senior Systems Analyst
5947	Statistician
5109	Stead Water Reclamation Facility Supervisor
9759	Survey Supervisor
5126	Systems Analyst
5719	Urban Forester

**Appendix B**  
**RAPG PROFESSIONAL UNIT**  
**LIST OF ARBITRATORS**

Bonnie Boque

Joseph Gentile

Robert Leventhal

Wilma Rader

Gerald McKay

Norman Brand

Phillip P. Tamoush

**APPENDIX C-1  
RAPG PROFESSIONAL UNIT  
SALARY SCHEDULE**

Effective the First Full Pay Period Following July 1, 2006

<b>TITLE</b>	<b>GRADE</b>	<b>SALARY RANGE</b>	
Assistant Golf Course Supervisor Senior Services Liaison	R2	23.0836 - 28.0586 48,014 - 58,362	Hourly Annual
Accountant	R3	24.2385 - 29.4620 50,416 - 61,281	Hourly Annual
Adaptive/ Therapeutic Recreation Specialist Assistant Planner Horticulturist Junior Engineer Recreation Supervisor	R4	25.4505 - 30.9351 52,937 - 64,345	Hourly Annual
Golf Course Maintenance Supervisor Park Development Planner Park Maintenance Supervisor Senior Accountant Statistician Stead Water Reclamation Supervisor Urban Forester Public Art Specialist	R5	26.7231 - 32.4813 55,584 - 67,561	Hourly Annual
Property Program Manager Purchasing Program Manager Revenue Program Manager Survey Supervisor	R6	28.0644 - 34.1125 58,374 - 70,954	Hourly Annual
Assistant Civil Engineer Associate Planner Environmental Control Supervisor GIS Analyst Management Analyst I Network Analyst Systems Analyst	R7	29.4620 - 35.8110 61,281 - 74,487	Hourly Annual

**APPENDIX C-1  
RAPG PROFESSIONAL UNIT  
SALARY SCHEDULE**

Landscape Architect Senior Network Analyst Senior Systems Analyst	R8	30.9346 - 37.6010 64,344 - 78,210	Hourly Annual
Data Base Administrator	R9	32.4817 - 39.4817 67,562 - 82,122	Hourly Annual
Associate Civil Engineer Network Program Manager Senior Planner	R10	34.1058 - 41.4558 70,940 - 86,228	Hourly Annual
(No Classifications)	R11	35.8110 - 43.5284 74,487 - 90,539	Hourly Annual
GIS Administrator Senior Civil Engineer	R12	37.6014 - 45.7048 78,211 - 95,066	Hourly Annual

This schedule reflects a 3.5% increase.

**APPENDIX C-2  
RAPG PROFESSIONAL UNIT  
SALARY SCHEDULE**

Effective the First Full Pay Period Following July 1, 2007

<b>TITLE</b>	<b>GRADE</b>	<b>SALARY RANGE</b>	
Assistant Golf Course Supervisor	R2	23.8915 - 29.0406	Hourly
Senior Services Liaison		49,694.32 - 60,404.45	Annual
Accountant	R3	25.0868 - 30.4932	Hourly
		52,180.54 - 63,425.86	Annual
Adaptive/Therapeutic Recreation Specialist	R4	26.3413 - 32.0178	Hourly
Assistant Planner		54,789.90 - 66,597.02	Annual
Horticulturist			
Junior Engineer			
Recreation Supervisor			
Golf Course Maintenance Supervisor	R5	27.6584 - 33.6181	Hourly
Park Development Planner		57,529.47 - 69,925.65	Annual
Park Maintenance Supervisor			
Senior Accountant			
Statistician			
Stead Water Reclamation Supervisor			
Urban Forester			
Public Art Specialist			
Property Program Manager	R6	29.0466 - 35.3064	Hourly
Purchasing Program Manager		60,416.93 - 73,437.31	Annual
Revenue Program Manager			
Survey Supervisor			
Assistant Civil Engineer	R7	30.4932 - 37.0644	Hourly
Associate Planner		63,425.86 - 77,093.95	Annual
Environmental Control Supervisor			
GIS Analyst			
Management Analyst I			
Network Analyst			
Systems Analyst			

**APPENDIX C-2  
RAPG PROFESSIONAL UNIT  
SALARY SCHEDULE**

Landscape Architect	R8	32.0173 - 38.9170	Hourly
Senior Network Analyst		66,595.98 - 80,947.36	Annual
Senior Systems Analyst			
Data Base Administrator	R9	33.6186 - 40.8636	Hourly
		69,926.69 - 84,996.29	Annual
Associate Civil Engineer	R10	35.2995 - 42.9068	Hourly
Network Program Manager		73,422.96 - 89,246.14	Annual
Senior Planner			
(No Classifications)	R11	37.0644 - 45.0519	Hourly
		77,093.95 - 93,707.95	Annual
GIS Administrator	R12	38.9174 - 47.3045	Hourly
Senior Civil Engineer		80,948.19 - 98,393.36	Annual

This schedule reflects a 3.5% increase.